

# EXHIBIT A

# Software Management, Inc.

TECHNOLOGY FOR THE DESTINATION INDUSTRY

2600 Boyce Plaza Road  
Suite 200  
Pittsburgh, PA 15241

(412) 221-6684  
fax (412) 221-0302

**For Immediate Release**

## **SMI Announces ConventionNet® Web Site System**

**Pittsburgh, PA- January 5, 1998:** Software Management, Inc. (SMI) has announced the addition of the ConventionNet® software product line to its high-technology offerings for the convention and visitors bureau (CVB) industry. This new product, another "first" for CVBs, is a web site application system with real-time interface to in-house CVB databases. Computer professionals call this processing "End-to-End", Internet-to-Database or Intranet processing.

The ConventionNet® web site application allows any Internet browser controlled and secure access to the CVB business. Some of the Internet pages and processes include web visitor information access with guides and coupons; web meeting planner on-line Request for Proposals; web member management, web BureauDirect™ convention and tourism sales; web housing; and, web city-wide control.

Software Management, Inc. has been working for over a year planning and developing ConventionNet®. Using the same commercial grade technology found at *Fortune 500* web sites, ConventionNet® can interface directly with SMI's powerful Bureau 2000® database or can be customized to interface with similar modern database systems. SMI will also provide consulting and software engineering to customize and support the CVB web sites.

Software Management, Inc. develops integrated software systems for the billion-dollar convention and visitors bureau, housing bureau and convention center industries. SMI has substantial destination industry experience with over 45 CVB clients - including many "top travel destination" cities. The firm is celebrating its 15<sup>th</sup> Anniversary in 1998.

###

**For More Information Contact:**

**Jennifer Wuenschell at**

**[jwuenschell@softwaremgt.com](mailto:jwuenschell@softwaremgt.com)**

**Or (412) 221-6684**

# EXHIBIT B

# Copyright

United States Copyright Office

[Help](#)[Search](#)[History](#)[Titles](#)[Start Over](#)

## Public Catalog

Copyright Catalog (1978 to present)

Search Request: Left Anchored Title = ConventionNet

Search Results: Displaying 1 of 3 entries

[Labeled View](#)*ConventionNet : convention & visitors bureau Internet web site system.***Type of Work:** Computer File**Registration Number / Date:** TX0004745990 / 1998-03-20**Title:** ConventionNet : convention & visitors bureau Internet web site system.**Description:** Computer disk.**Notes:** Printout also deposited.**Copyright Claimant:** Software Management, Inc.**Date of Creation:** 1998**Date of Publication:** 1998-01-16**Variant title:** ConventionNet : convention & visitors bureau Internet web site system**Names:** Software Management, Inc.

### Save, Print and Email (Help Page)

Select Download Format [Full Record](#) [Format for Print/Save](#)Enter your email address:  [Email](#)[Help](#) [Search](#) [History](#) [Titles](#) [Start Over](#)[Contact Us](#) | [Request Copies](#) | [Get a Search Estimate](#) | [Frequently Asked Questions \(FAQs\) about Copyright](#) | [Copyright Office Home Page](#) | [Library of Congress Home Page](#)

# EXHIBIT C

**FIELDS**

**Event Code** - This field is assigned by the user when a new Event record is created. This is an acronym-style ID code.

**Event Title** - Enter the title of the Event.

**Start Date** - Enter the start date of the Event.

**Location** - Enter the facility where the Event will be held.

*The following four fields refer to your Event's fee structure. The fields are not required so if there is a field that does not apply to the Event, leave it blank.*

**Member Early Fee/Non-Member Early Fee** - Enter the early payment fee for the Event.

**Member Regular Fee/Non-Member Regular Fee** - Enter the regular charge for the Event.

**Early Fee Cut-Off Date** - Enter the latest date someone can register for the Event and still receive the Early Fee.

**Refund Cut-Off Date** - Enter the latest date someone can cancel their registration and still qualify for a refund.

**Total Registrants** - Enter the number of registrants for the Event.

**Capacity** - Enter the number of attendees that can be accommodated by the facility where the Event is being held.

**Wait List** - Enter the number of people on the Waiting List (if applicable).

**Speakers** - Enter the name of the speakers for the Event (if applicable)

**CEU Value** - Enter the number of Continuing Education Units an attendee will receive for attending the event (if applicable).

**Setup Notes** - This field is a blob field where you can enter large amounts of text. It is intended to include notes for the setup of the room and other areas.

**Options** - This drop-down list pulls from the Event/Options code set. It includes the Options you can offer to a registrant for an Event. The Options you include in the Option list on the Event Maintenance screen will be available to the individual registrants on the Reservation screen. Note: there is a cost field that goes with each code so you can track how much each Option will cost the registrant. Options typically include such things as Mailing Labels of Attendees, Golf Foursome, etc.

**WHERE DO I GO FROM HERE?**

From the Event Maintenance screen, you can continue to add detail to your Event Master record by tracking the Booths and the Registrations. Both areas are accessed using the Main pull down menu from the Event Maintenance screen.

**First Name/Middle/Last Name** - Enter the Registrant's first, middle and last names.

**Suffix** - Enter a suffix for the Registrant (if applicable) (Sr., MD, etc.).

**Company** - Enter the Registrant's company.

**Title** - Enter the Registrant's title (President, Director of Marketing, etc.).

**Address/Address 2/City/State/Zip/Phone/Fax** - Enter the appropriate text in each field. Use the tab key to jump between fields.

**Reg Type** - Select a Registration type code from the drop-down list.

**Reg Source** - Select a Registration source code from the drop-down list. These codes are set up in the codes maintenance area (Main menu from Big Blue > Codes).

**Acknowledgment Send Date** - Enter the date the Acknowledgment was sent.

**Cancel** - If a Registrant cancels a Registration after it has been made, click an X in the box to indicate a cancellation.

**Payment Made** - If a Registrant has made payment for the Event, click an X in the box.

**Payment Type** - Select a payment type code from the drop-down list.

**Please Bill Customer Address** - If your bureau provides for invoicing a registrant, click an X in this box to indicate that the registrant needs to be billed.

**Refund Authorized** - If a refund has been authorized, click an X in the box.

**Post Note** - Use this blob field for comments or notes about this particular Registration.

**Booths** - Select Booth type from the drop-down list.

**Event Reg. Options** - Select from the list of Options you built on the Event Maintenance screen. Only Options that were added to the Event on the Event Maintenance screen will be available in the drop-down list on the Registration Maintenance.

**Credit Card** - Enter the credit card number for credit card payment.

**Validation Date** - Enter the validation date for the credit card.

**Total** - Total cost of all selected Options will be tallied in this field.

## **BUTTONS**

**Esc/Delete** - This button will delete the record you have just created. Use it if you want to leave the screen without saving the record or if you want to delete a Registration record.

## **WHERE DO I GO FROM HERE?**

From the Registration Maintenance screen, you can close out and go back to Big Blue.

# EXHIBIT D



# CERTIFICATE OF REGISTRATION



OFFICIAL SEAL

This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Marybeth Peters*

REGISTER OF COPYRIGHTS

**FORM TX**  
For a Literary Work  
UNITED STATES COPYRIGHT OFFICE

RE/

TX 4-835-868



EFFECTIVE DATE OF REGISTRATION

3 23 98  
Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

1

TITLE OF THIS WORK ▼

Using Bureau 2000<sup>tm</sup> and Housing 2000<sup>tm</sup> Second Edition

PREVIOUS OR ALTERNATIVE TITLES ▼

**PUBLICATION AS A CONTRIBUTION** If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work ▼

If published in a periodical or serial give: Volume ▼ Number ▼ Issue Date ▼ On Pages ▼

2

NAME OF AUTHOR ▼

a Software Management, Inc.

DATES OF BIRTH AND DEATH

Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"?  
☐ Yes  
☐ No

**AUTHOR'S NATIONALITY OR DOMICILE**  
Name of Country

OR { Citizen of ►  
Domiciled in ►

**WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK**

Anonymous? ☐ Yes ☐ No  
Pseudonymous? ☐ Yes ☐ No

If the answer to either of these questions is "Yes," see detailed instructions.

**NATURE OF AUTHORSHIP** Briefly describe nature of material created by this author in which copyright is claimed. ▼  
Entire text.

## NOTE

Under the law, the "author" of a "work made for hire" is generally the employer, not the employee (see instructions). For any part of this work that was "made for hire" check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" of that part, and leave the space for dates of birth and death blank.

b

NAME OF AUTHOR ▼

DATES OF BIRTH AND DEATH

Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"?  
☐ Yes  
☐ No

**AUTHOR'S NATIONALITY OR DOMICILE**  
Name of Country

OR { Citizen of ►  
Domiciled in ►

**WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK**

Anonymous? ☐ Yes ☐ No  
Pseudonymous? ☐ Yes ☐ No

If the answer to either of these questions is "Yes," see detailed instructions.

**NATURE OF AUTHORSHIP** Briefly describe nature of material created by this author in which copyright is claimed. ▼

c

NAME OF AUTHOR ▼

DATES OF BIRTH AND DEATH

Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"?  
☐ Yes  
☐ No

**AUTHOR'S NATIONALITY OR DOMICILE**  
Name of Country

OR { Citizen of ►  
Domiciled in ►

**WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK**

Anonymous? ☐ Yes ☐ No  
Pseudonymous? ☐ Yes ☐ No

If the answer to either of these questions is "Yes," see detailed instructions.

**NATURE OF AUTHORSHIP** Briefly describe nature of material created by this author in which copyright is claimed. ▼

3

**YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED**

1997  
This information must be given in all cases.

**DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK**

Complete this information ONLY if this work has been published. Month ► June Day ► 5 Year ► 1997  
USA  
Nation

4

**COPYRIGHT CLAIMANT(S)** Name and address must be given even if the claimant is the same as the author given in space 2. ▼

Software Management, Inc.  
2600 Boyce Plaza Road, Suite 200  
Pittsburgh, PA 15241

**TRANSFER** If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

APPLICATION RECEIVED

MAR 23 1998

ONE DEPOSIT RECEIVED

TWO DEPOSITS RECEIVED

MAR 23 1998

FUNDS RECEIVED

DO NOT WRITE HERE  
OFFICE USE ONLY

**MORE ON BACK ►** • Complete all applicable spaces (numbers 5-11) on the reverse side of this page.  
• See detailed instructions. • Sign the form at line 10.

DO NOT WRITE HERE  
Page 1 of 2 pages

# EXHIBIT E

**CUSTOMER  
LICENSE  
AGREEMENT**

**Software Management, Inc.  
2600 Boyce Plaza Road  
Pittsburgh, PA 15241**

This Agreement is entered into between Software Management, Inc. (SMI or Licensor) and the  
Convention & Visitors Bureau of Greater Kansas City (Licensee).

In consideration for the payment of the license fee paid by Licensee, Licensor grants Licensee a non-exclusive license or sub-license ("License") to use the Licensed Program Package(s) ("Program"), as specified below, and subject to the terms and conditions set forth in this Customer License Agreement and on the reverse side hereof.

**ITEM LICENSED PROGRAM PACKAGE(S)**

**LICENSE FEES**




**1. ConentionNet® current full version including over 100 web template pages:**

Web-based visitor information database access including visitor inquiry, calendar of event look-up, on-line visitor guides and printable coupons. Web-based convention- or tourism-planner information access including on-line meeting/event Request For Proposal (RFP) fill-in and capture. Web-based "Bureau Direct™" convention sales and tourism sales support including on-line sales leads, account-meeting-trace look-up, and e-mail control. Web-based membership management including search capabilities, publication and contact information/edit capabilities. Web-based convention housing property information and reservation processing. Web-based city-wide support including hotel committable rooms calendars. Web-based Bureau Forum™, a place where users can participate in interactive discussions - an active forum for exchanging information and ideas

**1 SITE LICENSE**

**Initial Client Site 50% Discount**

**INITIAL PROGRAM FEE (TOTAL)**

US\$   
  
US\$ 

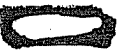

The above initial program fee is discounted from the Licensor published price sheet and therefore, is considered confidential.

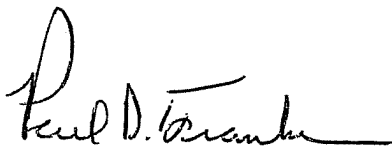
**The initial program fee shall be made in advance and accompany this authorized Agreement.**

**ANNUAL LICENSE FEE (New version releases and technical telephone consultation)**

The Annual License Fee is 20% of the Initial Program Fee before discount total and starts 120 days following contract signing.

**ANNUAL LICENSE FEE**  
One-fourth Invoiced quarterly, in  
advance of the forthcoming quarter, NET 30

US\$   
US\$ 



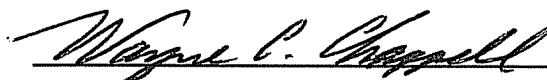
Authorized Signature of SMI (Licensor)

PRESIDENT

Title

MARCH 13, 1998

Date



Authorized Signature of Licensee

PRESIDENT

Title

MARCH 4, 1998

Date

**Software Management, Inc.**

TECHNOLOGY FOR THE DESTINATION INDUSTRY

1. **TITLE.** Title in and ownership of all Programs and Program Documentation, and all extensions thereof, shall remain at all times vested in SMI. The right granted by this Customer License Agreement and your payment of the non-refundable License fee is the right to use the Program in accordance with the terms of this Customer License Agreement. Delivery of a copy of the Program to you is made solely to enable you to exercise this right.

2. **ANNUAL LICENSE FEE.** In addition to and in consideration for the payment of the Annual License Fee paid or to be paid by Licensee, Licensor grants Licensee a License to use the release of new versions of the Program and includes reasonable technical telephone consultation regarding the Program. The Annual License Fee starts 120 days following contract signing. One-fourth of the Annual License Fee shall be invoiced quarterly in advance of the forthcoming quarter.

3. **COPYRIGHT.** The entire Program including text of any documentation, and all enhancements are Copyrighted and all rights are reserved by SMI. You may not copy or reproduce any part of the Program except to copy the Program for backup purposes. If you make a backup copy you must reproduce and include the Copyright notice on it. The distribution of the product is intended for the use of the original licensee only. Lawful users of this Program are hereby licensed only to read the Program from its medium into the memory of a computer only for the purpose of executing the Program. The Licensee recognizes that SMI has expended considerable time, effort and money to develop the Program and documentation and that SMI will be substantially damaged by its unauthorized use, sale or distribution. In addition to recovery of all damages and the obtaining of injunctive relief as provided by law, in the event legal action must be taken to enforce this provision, the Licensee shall pay SMI all reasonable legal fees incurred in enforcing the rights of SMI under this Agreement and collecting any amount due SMI under this provision.

4. **ANNUAL LICENSE FEE SCOPE.** Additionally, SMI shall provide the Customer one copy of every new version or release of the Program, Allaire Cold Fusion® upgrades, or updates SMI deems mandatory to the Program, and the associated documentation revisions. Customer shall be provided reasonable technical telephone consultation regarding the Program during regular business hours (9:00am - 5:00pm EST).

5. **RESTRICTIONS ON USE AND TRANSFER.** The original and any backup copies of the Program and its Program Documentation are to be used only in connection with a single Internet client site web server. You may not distribute copies of the Program or documentation to others. **YOU MAY NOT USE, COPY, MODIFY, OR TRANSFER THE PROGRAM, IN WHOLE OR IN PART, EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT. IN ADDITION, YOU MAY NOT MODIFY, ADAPT, TRANSLATE, REVERSE ENGINEER, DECOMPILE, DISASSEMBLE THE PROGRAM, OR CREATE ANY DERIVATIVE WORK BASED UPON THE PROGRAM.**

6. **WARRANTY.** THE PROGRAM AND PROGRAM DOCUMENTATION DESCRIBED IN THE MANUAL IS LICENSED "AS IS", WITH NO WARRANTIES FOR QUALITY OF MATERIALS, PERFORMANCE OR ITS OPERATION, NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED OR INFERABLE FROM THE COURSE OF DEALING OR CUSTOM OF TRADE, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.

7. **LIMITATION OF LIABILITY.** Neither SMI nor anyone else who has been involved in the creation, or delivery of this Program shall be liable for any direct, incidental, or consequential damages, such as, but not limited to, loss of anticipated profits or benefits, resulting from the use of the Program or arising out of any breach of any Warranty.

8. **TERMINATION.** This License is effective until terminated. Licensee may terminate this License at any time by returning the Program, Allaire software (see 10. below) and documentation together with all copies, modifications and merged portions in any form and including payment of any outstanding invoices prorated to the effective date of termination to SMI. SMI, at its option, may terminate this License with cause or due to nonpayment of the Annual License Fee. The License shall be terminated by SMI if you fail to comply with any material term or condition of this Agreement, provided Licensor has given Licensee notice of such breach, and Licensee has failed to cure such breach within 30 days after receipt of such notice.

9. **ASSIGNMENT.** You may not sublicense this License or the Program. You may not rent the Program or the use of the Program to a third party. You may not transfer a copy of the Program unless the recipient agrees in writing, and a copy of such acceptance is sent to SMI, to accept all of the terms of this Agreement. SMI may assign any of its rights and obligation under this Agreement to any party without notice to you.

10. **SOURCE CODE.** SMI will, at its sole expense, license and load certain Allaire web site engine tools on the Licensee site web server (see 12. below) and an Allaire web editor tool on the Licensee external support interface port (see 11. below). The Allaire products used to support ConventionNet® will remain the property of SMI. The Licensee shall receive the SMI "source code" (html with Allaire Cold Fusion®) used to develop the Program for Licensee back-up and audit control. **AFTER CERTIFICATION IN WRITING BY SMI, A STAFF PROFESSIONAL OF THE LICENSEE MAY PERFORM IN-HOUSE PROGRAMMING TO THE PROGRAM. ANY LICENSEE PROGRAMMING AFFECTING THE DATABASE SYSTEMS (BUREAU 2000®, HOUSING 2000™, etc.) MUST BE REVIEWED (via email) BY SMI PRIOR TO BEING PLACED IN LIVE OPERATIONS. CONSULTANTS OF THE LICENSEE ARE NOT PERMITTED TO COPY OR MODIFY THE PROGRAM OR USE THE ALLAIRE PROVIDED TOOLS WITHOUT SPECIFIC SMI APPROVAL IN WRITING.**

11. **EXTERNAL SUPPORT INTERFACE PORT.** Licensee shall provide an external interface port to a Pentium (Windows 95, 64MB RAM, 500MB disk available) workstation on the Licensee network. This port will include a telephone line, minimum 28,800bps V.FC or V.34 modem, and the Windows-based communications software - Symantec pcANYWHERE 32 version 7.5 (or newer) (available from almost all computer stores for approximately \$129). SMI shall share use of the port with Licensee access and remote computing work.

12. **INTERNET CLIENT SITE WEB SERVER.** Licensee understands that the Program operates preferably on a minimum Intel Pentium 200-level, 64MB RAM or better, 1.2GB or better. Server software must include Microsoft NT Server 4.0 and the Microsoft Internet Information Server. This Internet server computer should be on the same network "backplane" (i.e., cable system) as the Bureau 2000® file server, and Internet "pipeline" router/connection (i.e., T1, switched-56, ISDN, etc.). The Licensee is responsible for providing the web server computer, the network, the "pipeline" addressing work and all Internet Service Provider work. SMI is not responsible for "setting up" the Internet connection, Microsoft Exchange server, the web server, network IP addresses, or similar at the Licensee site.

13. **ConventionNet® LOGO and COPYRIGHT.** ConventionNet® is a registered trademark of Software Management, Inc. Licensee may not alter in any way the small Trademark logo, Copyright and Internet link to SMI (i.e., "Powered by ConventionNet®, © Software Management, Inc.") at the very bottom of the pages.

14. **GENERAL.** This Agreement shall be governed and interpreted in accordance with the laws of the State of Pennsylvania. This Agreement may only be modified by written modification signed by Licensor and Licensee.

# EXHIBIT F

# SOFTWARE ENGINEERING & SUPPORT SERVICES AGREEMENT

Software Management, Inc.  
2600 Boyce Plaza Road  
Pittsburgh, PA 15241

This Agreement is entered into between Software Management, Inc. ("SMI") and the  
Convention & Visitors Bureau of Greater Kansas City ("Customer").

WHEREAS, Customer desires SMI to provide the following 1998 computer services for projects or activities as requested and approved by the Customer:

- |                                 |                                    |                         |
|---------------------------------|------------------------------------|-------------------------|
| •Web System Analysis and Design | •Conversion/Data Work              | •Computer Programming   |
| •CVB Management Consulting      | •System Testing and Implementation | •Education and Training |

**Software Engineering Services:** Customer hereby agrees to compensate SMI for software engineering services based on the amount of time devoted to the work and related travel at a standard rate of US\$          per hour for each professional assigned. The standard hourly rate is subject to increase from time to time; written notification will be provided by SMI.

**On-Site Services:** Customer hereby agrees to compensate SMI for on-site services at a standard rate of US\$          day (based on 8-hour day) per individual. Saturdays, Sundays and Holiday services are based at "time and a half" (e.g., US\$          a day). Further, Customer hereby agrees to compensate SMI for the amount of time related to travel at a rate of US\$          per hour for each professional assigned if outside the base 8-hour day period. The daily rate is subject to increase from time to time; written notification will be provided by SMI. Also, per SMI guidelines, SMI purchased travel and reasonable out-of-pocket expenses shall be compensated at cost to SMI by Customer.

**SPECIAL CONFIDENTIAL RATE and NO CHARGE TRAVEL TIME:** The initial 278 hours of ConventionNet® service work will be invoiced at          hour. Travel time will not be charged for the below two projects.

## Estimates\* Per Attached Detail:

- |     |  |                    |
|-----|--|--------------------|
| I.  | ConventionNet® Project; February-June and October, 1998; Total - 278 hours | \$ <u>        </u> |
| II. | Destination 3000® Upgrade Project; August-October, 1998; Total - 180 hours | \$ <u>        </u> |

\*These estimates are to the best of SMI's ability in the circumstances. Because of the many variables of computer technology, it is impossible to provided a 100 % definitive quote. However, if at any time SMI feels the above estimates will be exceeded, the client will be notified in writing for additional approval.

SMI shall issue monthly invoices as work progresses, and payment is due NET 30 days from invoice date. A monthly finance charge of 1 % may be applied to outstanding balances over thirty (30) days.

THE PARTIES HERETO AGREE TO THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF WHICH ARE INCORPORATED INTO AND MADE PART OF THIS AGREEMENT.

Paul D. Tarantini

Authorized Signature of Software  
Management, Inc. (SMI)

PRESIDENT

Title

MARCH 13, 1998

Date

Wayne C. Chappell

Authorized Signature of Customer

President

Title

March 4, 1998

Date

**Software Management, Inc.**

TECHNOLOGY FOR THE DESTINATION INDUSTRY

1. **TITLE.** Title in and ownership of all Programs and Program Documentation relating to Bureau 2000®, Housing 2000™, Destination 3000™, ConventionNet® or Event 3000™, developed under this Agreement, and all extensions thereof, shall remain at all times vested in SMI.

2. **LIABILITY.** All work shall be in accordance with accepted standards in the profession; however, the liability of SMI shall be at all times limited to the return of the average of two consecutive most recent services invoices and at no time shall Software Management, Inc. be liable for any incidental or consequential damages of any sort whatsoever.

3. **CANCELLATION.** Both SMI and the Customer have the right to cancel this Agreement with or without cause upon written notification to the other party. SMI shall be reimbursed for all costs up through the date of cancellation plus costs to bring current activities to a logical close.

4. **WARRANTY DISCLAIMER.** Other than the obligations of SMI expressly set forth herein, SMI DISCLAIMS ALL WARRANTIES FOR QUALITY OF WORK, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. SMI SHALL NOT BE RESPONSIBLE FOR DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM THE USE OR PERFORMANCE OF THE SYSTEM OR THE LOSS OR USE OF THE SYSTEM OR ACCESSORIES OR SOFTWARE ATTACHED HERETO.

5. **NO SOLICITATION OF EMPLOYEES.** The parties hereto agree not to solicit for hire the employees or professionals of the other during the term of the Agreement or for a period of six (6) months after the termination of the employee or professional without the prior written consent of the parties.

6. **ASSIGNMENT.** SMI may assign any of its rights and obligation under this Agreement to any party with prior notice to Customer.

7. **ARBITRATION OF DISPUTES.** In the event that a dispute should arise relating to the performance of the services to be provided, it is agreed that such disputes shall be resolved in accordance with the rules of the American Arbitration Association.

8. **REASONABLE OUT-OF-POCKET EXPENSES.** Bureaus have always booked our professionals into the hotel of the bureau's choice, with the room bill going to the bureau. Hotel "incidentals" such as meals and telephone go to the individual from the hotel; however, these expenses are detailed and billed back to the Customer. Expenses billed to the Customer may include: Pittsburgh airport long-term parking, local transportation (taxi or rental car whichever is Customer preferred), mileage to and from the airport from the consultants home, all meals and a daily telephone call home. Travel of two or more days may include drycleaning. All expenses are detailed and documented, with copies of receipts attached to an SMI employee expense account form by Customer. This expense account with support is attached to the Customer invoice for reimbursement, after SMI internal review. As appropriate, SMI expenses are open for audit and control review in terms of any local (Customer) governmental regulators.

Many bureaus also provide SMI with the airline tickets. However, please note that SMI does not allow illogical and inconvenient flight paths of some "comp" tickets when a more logical direct path is available from USAir, which is Pittsburgh's main hub airline (i.e., we no longer fly bad hours or fly East first to go West, etc).

9. **TAXES.** Customer agrees to pay all taxes, including state and local sales or excise taxes, however designated, levied or based.

10. **GENERAL.** This Agreement shall be governed and interpreted in accordance with the laws of the State of Pennsylvania. This Agreement may only be modified by written modification signed by SMI and Customer. This document contains the entire agreement between the parties and there are no representations, understandings, or agreement, oral or written, which are not included herein.

**Convention & Visitors Bureau of Greater Kansas City  
1998 Information Systems Projects**

**I. ConventionNet® Project February-June and October 1998**

- A) ConventionNet® template pages review with various departments.  
100 pages to review; larger bureau; 24 on-site client hours;  
1 visit; SPECIAL RATE \$ [REDACTED] US\$ [REDACTED]
- B) ConventionNet® review of all Bureau 2000® database interface points  
and departmental processes (i.e., visitor inquiry records,  
membership text controls, sales RFPs, housing reservations).  
Larger bureau; 16 on-site client hours;  
1 (same) visit; SPECIAL RATE \$ [REDACTED] [REDACTED]
- C) ConventionNet® - Implement defined client changes and interface  
points at SMI in Pittsburgh; Larger bureau;  
120 SMI/Pittsburgh hours; SPECIAL RATE \$ [REDACTED] [REDACTED]
- D) ConventionNet® on-site implementation and testing, "final" changes.  
Larger bureau; 40 on-site client hours;  
1 visit; SPECIAL RATE \$ [REDACTED] [REDACTED]
- E) ConventionNet® - System monitor/post-live enhancements; Larger  
bureau; 30 SMI/Pittsburgh hours; SPECIAL RATE [REDACTED] [REDACTED]
- F) ConventionNet® to Destination 3000® Review & Conversion  
Larger bureau;  
48 SMI/Pittsburgh hours; SPECIAL RATE \$ [REDACTED] [REDACTED]
- G) Project Travel Time; 3 visits; special project - No Charge [REDACTED] N/C

**Project I. Total - 278 hours \$ [REDACTED]**

**II. Destination 3000® Upgrade Project August-October, 1998**

- A) Bureau 2000® to Destination 3000® Review, Conversion and  
Training; Larger bureau; 100 SMI/Pittsburgh hours;  
80 on-site client hours; 180 @ \$ [REDACTED] US\$ [REDACTED]
- C) Travel time; 1 visit; special project - No Charge [REDACTED] N/C

**Project II. Total - 180 hours \$ [REDACTED]**

**Software Management, Inc.**

TECHNOLOGY FOR THE DESTINATION INDUSTRY



Application No. 09/809,595  
Paper Dated: January 28, 2009  
Attorney Docket No. 1762-001648

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application No. : 09/809,595 Confirmation No. : 3937  
Applicant : Paul D. FRANKE  
Filed : March 15, 2001  
Title : **Method and System for Conducting a Plurality of Cyber-Based Conventions**  
Group Art Unit : 2454  
Examiner : Mohammad A. SIDDIQI  
Customer No. : 28289

Mail Stop Amendment  
Commissioner for Patents  
P. O. Box 1450  
Alexandria, VA 22313-1450

**DECLARATION UNDER 37 C.F.R. § 1.131**

I, Paul D. Franke, hereby declare as follows:

1. I am the named inventor of the invention described and claimed in the above-identified application entitled "Method and System for Conducting a Plurality of Cyber Based Conventions", filed on March 15, 2001 in the United States Patent and Trademark Office. I am also the Founder and CEO of Software Management, Inc. (hereinafter "SMI"), which is the Assignee of the present application.

2. I filed United States Provisional Application Nos. 60/114,128 and 60/114,396 directed to at least the claimed subject matter, on December 30, 1998 and December 31, 1998, respectively, in the United States Patent and Trademark Office.

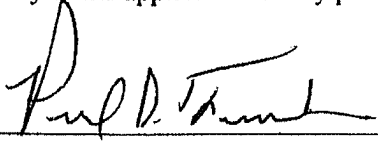
3. I conceived of and reduced to practice the present invention, at least as set forth in the pending independent claims, prior to November 16, 1998. A press release entitled "SMI Announces ConventionNet Web Site System" dated January 5, 1998 (Exhibit A), generally describes the availability and functionality of the ConventionNet<sup>®</sup> software for providing an Internet-based database system for the convention and visitors bureau (CVB) industry. A copyright registration for the ConventionNet<sup>®</sup> software (i.e., source code) was filed and a registration certificate was issued March 20, 1998 (Exhibit B - print-out of registration record from Copyright Office online registration database). The pending independent claims encompass at least a portion of the ConventionNet<sup>®</sup> software. A user manual publication entitled "Using Bureau 2000<sup>®</sup> and Housing 2000<sup>™</sup> Second Edition" (Exhibit C) discloses the use of convention activity policies in the context of a stand-alone

(i.e., non-networked) database system for the CVB industry. The "Using Bureau 2000<sup>®</sup> and Housing 2000<sup>™</sup> Second Edition" publication was afforded a copyright registration date of March 23, 1998 (Exhibit D). A Customer License Agreement (Exhibit E) and Software Engineering and Support Services Agreement (Exhibit F) for the ConventionNet<sup>®</sup> software was entered into by SMI and the Convention and Visitors Bureau of Greater Kansas City on March 13, 1998. The Customer License Agreement (Exhibit E) indicates that the ConventionNet<sup>®</sup> software incorporates, in the context of an Internet client site web server, the functionality of convention activity policies found in the standalone Bureau 2000<sup>®</sup> system.

4. From prior to November 16, 1998, until the filing dates of the above-identified provisional applications on December 30 and 31, 1998, I proceeded diligently to commercialize my invention and seek patent protection on the overall invention, now the subject of the pending claims of present application. Specifically, I began soliciting businesses to whom SMI could license the ConventionNet<sup>®</sup> software, as evidenced by the aforementioned Agreements. During the Fall of 1998, I contacted patent counsel, namely the Webb Law Firm, to begin preparing the provisional applications for the subject matter of the invention and encompassed by at least the pending independent claims. I worked with my attorney to finalize the underlying provisional patent applications and file them on December 30 and 31, 1998,

5. The aforementioned activity and conduct demonstrates not only the required reduction to practice of the claimed subject matter of at least the pending independent claims prior to November 16, 1998, but alternatively, the required evidence of conception prior to November 16, 1998 coupled with evidence of due diligence to a subsequent reduction to practice or filing of application. This activity and conduct occurred within a period of less than one year.

6. I declare further that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true, and further that these statements are made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

  
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Paul D. Franke

JANUARY 28, 2009  
Date